

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

SCOTTSDALE INSURANCE	:	CIVIL ACTION NO.: 1:21-cv-00278
COMPANY, as subrogee of Philip M.	:	
Field and Jennifer L. Welliver,	:	
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
KAT CONSTRUCTION LLC,	:	
	:	
Defendant.	:	

**AFFIDAVIT OF JOHN R. SLATTERY IN SUPPORT OF PLAINTIFF'S OPPOSITION
TO DEFENDANT'S MOTION TO DISMISS**

John R. Slattery, being duly sworn, states:

1. I am a member of the Bar of the State of New Jersey and the United States District Court for the District of New Jersey.

2. I am submitting this affidavit in support of plaintiff Scottsdale Insurance Company ("Scottsdale")'s Opposition to Defendant's Motion to Dismiss.

3. I represent Scottsdale's insureds, Philip M. Field and Jennifer L. Welliver ("the Insureds"), in the related state court action in Cape May County Superior Court, which is referenced in defendant's motion. The case is *Jennifer L. Welliver and Philip M. Field v. Kat Construction, LLC*, Docket No.: CMP-L-00398-21.

4. The Insureds are seeking damages in the amount of \$250,938.62 from Kat Construction, LLC ("Kat Construction") in the aforementioned state court action.

5. The Insureds and Scottsdale are coordinating their efforts and sharing expert resources in pursuit of their respective claims against Kat Construction in the two concurrent litigations. The Insureds and Scottsdale have entered into a Cooperation Agreement, which provides for the sharing of resources and an agreed split between Scottsdale and the Insureds if there are limited liability insurance proceeds to resolve their collective claims.

6. By operation of the aforementioned agreement, the Insureds have waived any rights to be made whole under New Jersey law before Scottsdale has a right to recover against Kat Construction.

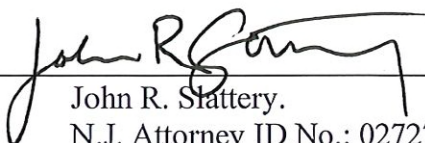
7. The Insureds agree with Scottsdale's position set forth in its opposition that that the \$25,000 sublimit in Kat Construction's liability policy with Preferred Contractor's Insurance Company ("PCIC") is not applicable to their claims against Kat Construction.

8. I communicated my clients' position to PCIC's coverage counsel in a letter dated February 17, 2022 and have never received any response to that letter.

9. To the extent that there is limited coverage under the PCIC policy, the Insureds and Scottsdale have reached an agreement on sharing those limited proceeds.

10. The Insureds do not have any objection to Scottsdale proceeding with the current litigation even if there are limited insurance proceeds available under Kat Construction's liability policy with PCIC.

Respectfully submitted,



John R. Slattery.
N.J. Attorney ID No.: 027272003

Sworn to and subscribed before me

this 13th day of April, 2022



Notary Public

MICHELLE Z. MACKAY
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50091024
My Commission Expires 9/27/2023